better opportunity than the employee to know the conditions of that tool, and the rule in the principal case is just in all cases of latent defects, where the employee's lack of knowledge is not due to negligence.

NEGLIGENCE—RULE OF RES IPSA LOQUITUR.—Defendant company's street car collided with a train at a crossing. Plaintiff, a passenger on the street car, charged negligence generally. *Held,* that the doctrine of ***res ipsa loquitur*** applied, and the burden was on the defendant to show there was no negligence . *Nagel* v. *United Rys. Co. of St. Louis* (Mo. 1913), 152 S. W. 621.

It is the general rule, in cases of collisions of cars, where negligence is charged generally, that the doctrine of *res ipsa loquitur* applies. *Elgin A. & S. Trac. Co.* v. *Wilson,* 217 Ill. 47, 4 St. Ry. Rep. 193, 75 N. E. 436; *North Baltimore Pass. R. Co.* v. *Kaskell,* 78 Md. 517, 28 Atl. 510; *Magrane* v. *St. L. & S. Ry. Co.,* 183 Mo. 119, 3 St. Ry. Rep. 563, 81 S. W. 1158; *Kay* v. *Metrop. St. R. Co.,* 163 N. Y. 447, 29 App. Div. (N. Y.) 466, 51 N. Y. Supp. 724; *Abel* v. *Northampton T. Co.,* 212 Pa. St. 329, 4 St. Ry. Rep. 960, 61 Atl. 915. Where the collision is between cars belonging to and under the control of different companies, the doctrine applies to the company on whose car the plaintiff was a passenger, but not to the other company. *Loudoun* v. *Eighth Av. R. Co.,* 162 N. Y. 380, 56 N. E. 988.

SALES—INCIDENCE OF RISK AS BEARING ON PASSAGE OF TITLE.—Plaintiff agreed to put up 10,000 lbs. of yolks of eggs, place the same in cold storage as prepared, and ship f. o. b. to defendant as needed. Plaintiff was to pay storage and insurance till January 1. By the preceding October the entire amount had been prepared and stored with the designated cold storage company, but spoiled before January 1. In an action for the price, the defendant buyer claimed that since the risk of loss of the goods was on the seller till January, title remained in the seller also, with the accompanying risk of the eggs' spoiling. *Held,* that title passed to the buyer in October when the entire amount of yolks had been placed in storage, and that the stipulation throwing the risk on the seller after that time was an indication that title then passed. *Stewart* v. *Henningsen Produce Co.* (Kans. 1913), 129 Pac. 181.

Ordinarily the rule is that, *"Res perit domino,"* the title and risk going together. BENJAMIN, SALES, 5th Ed., 402; WILLISTON, SALES, § 301; SALES ACT, § 22. But the risk may be separated from the title by agreement. WILLISTON, SALES, § 302; *Illinois Glass Co.* v. *U. S. Horse Radish Co.,* 166 Mich. 520. When the passing of title to goods is in dispute, a stipulation in the contract concerned that the risk is on the one party or the other raises two conflicting inferences, sometimes in the same court. See the opinions of BLACKBURN and COCKBURN in *Martineau* v. *Kitching,* L. R. 7 Q. B. 436. According to the *Elgee Cotton Cases, 22* Wall. 180, the fact that the risk is expressly assumed by the one party indicates that the title is in the other. "The stipulation that the cotton should be at the risk of the buyer, instead of showing an intention of the parties that the right of property should pass to him seems rather to indicate a purpose that the ownership should remain unchanged. Else why introduce a provision wholly unnecessary?" In other

words why expressly say the buyer takes the risk, when he already has the title and the two go together? The inference is criticised in WILLISTON, SALES, § 302, on the ground that the parties mention only the salient points in their contract, that the question of risk is one that naturally presents itself for settlement, and that the abstruse point of passage of title is one of which they do not think. And WILLISTON infers that the party in whom the risk was placed was intended to have the title, since the two commonly go together; unless, indeed, the contract was drawn up by one skilled in the law.

STREET RAILWAYS—OVERCROWDING CARS.—Plaintiff boarded a crowded street car, and, upon leaving the car, was thrown to the ground and injured. Plaintiff's evidence on this point showed only that the car was overcrowded. *Held*, that the lower court properly directed a verdict for the defendant. *Seale* v. *Boston Elevated Ry. Co.* (Mass. 1913), 100 N. E. 1020.

It is not negligence as a matter of law, on the part of a street railway company, to permit a car to become crowded with passengers. NELLIS, STREET RAILWAYS, (2nd ed.), § 313; *Buchter* v. *N. Y. City Ry. Co.*, 90 N. Y. Supp. 335; *McCumber* v. *Boston Elec. Ry. Co.*, 207 Mass. 559, 93 N. E. 698, 32 L. R. A. (N. S.) 475; *Schmidt* v. *Inter. Rapid Transit Co.*, 97 N. Y. Sup. 390. 49 Misc. Rep. 255; *Houston & Texas Central Ry. Co.* v. *Bryant*, 31 Tex. Civ. App. 483, 72 S. W. 885; *Lobner* v. *Metrop. St. Ry. Co.*, 79 Kan. 811, 101 Pac. 463; *Burns* v. *Boston Elec. Ry. Co.*, 183 Mass. 96, 66 N. E. 418; *Le Barge* v. *Union Elec. Co.*, 138 Ia. 691, 116 N. W. 816. It has been held, however, that "when a street railway company undertakes to carry large numbers of people, vastly in excess of the seating and standing capacity of its cars, and permits passengers to ride on the platform, stops its car when in such crowded condition, that other persons may get upon it, and, because of the crowd, a passenger, who has boarded the car before it became crowded, is pushed off a platform to his injury, the company is guilty of negligence." *Reem* v. *St. Paul City Ry. Co.*, 77 Minn. 503, 80 N. W. 638; *Graham* v. *McNeill*, 20 Wash. 466, 55 Pac. 631, 43 L. R. A. 300, 72 Am. St. Rep. 121. It becomes the duty of the carrier to exercise additional care commensurate with the perils and dangers in which the passengers are placed by reason of the overcrowded condition of the car. *Lynn* v. *Pac. Ry. Co.*, 103 Cal. 7; *Chi. and Western Ind. R. Co.* v. *Newell*, 113 Ill. App. 263; *McCaw* v. *Union Traction Co.*, 205 Pa. St. 271, 54 Atl. 893; *LaBarge* v. *Union Elec. Co., supra; Morris* v. *Chi. Union Traction Co.*, 119 Ill. App. 527; *Hansen* v. *North Jersey St. Ry. Co.*, 64 N. J. L. 686, 46 Atl. 718; *Verrone* v. *R. I. Sub. Ry. Co.*, 27 R. I. 370, 4 St. Ry. Rep. 974, 62 Atl. 512; *Norvell* v. *Kanawha and M. Ry. Co.*, 67 W. Va. 467, 68 So. 288. It is not negligence *per se* for a passenger to ride on the platform of a car. He may do so if the crowded condition of the car requires it. *Halverson* v. *Seattle Elec. Co.*, 35 Wash. 600, 77 Pac. 1058; *Graham* v. *McNeill*, 20 Wash. 466, 55 Pac. 631, 43 L. R. A. 300, 72 Am. St. Rep. 121; *Norvell* v. *Kanawha and M. Ry. Co., supra; Verrone* v. *R. I. Sub. Ry. Co., supra; Lobner* v. *Metrop. St. Ry. Co., supra;* BEACH, CONTRIBUTORY NEGLIGENCE, (2nd Ed.) § 149. It has been held, however, that the passenger assumes the risk of any danger naturally to be expected from overcrowding,